

### **Remarks**

This REQUEST FOR CONTINUED EXAMINATION and RESPONSE is in reply to the Office Action mailed December 19, 2005. A Petition for Extension of Time to respond is included herewith, together with the appropriate fee.

#### **I. Summary of Examiner's Rejections**

Prior to the Office Action mailed December 19, 2005, Claims 10-43 were pending in the Application. In the Office Action, Claims 26-34 were rejected under 35 U.S.C. 112 as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. Claims 10-24, 26, 27, and 31-43 were rejected under 35 U.S.C. 102(b) as being anticipated by Fino et al. (U.S. Patent No. 5,689,705, hereafter Fino). Claims 25 and 28-30 were rejected under 35 U.S.C. 103(a) as being anticipated by Fino in view of Barad et al. (U.S. Patent No. 6,206,750, hereafter Barad).

#### **II. Summary of Applicant's Amendment**

The present Response cancels Claims 15, 21, 24 and 35-43; and amends Claims 10, 11, 13, 16-18, 20, 23, 26, 27, 29, 31 and 33, leaving for the Examiner's present consideration Claims 10-14, 16-20, 22-23 and 25-34. Reconsideration of the Application, as amended, is respectfully requested. Applicant respectfully reserves the right to prosecute any originally presented or canceled claims in a continuing or future application.

#### **III. Claim Rejections under 35 U.S.C. §112**

In the Office Action mailed December 19, 2005, Claims 26-34 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. Accordingly, Claim 26 has been amended as shown. Applicant respectfully submits that Claim 26 as amended, together with Claims 27-34 dependent therefrom, conform to the requirements of 35 U.S.C. 112, and reconsideration thereof is respectfully requested.

**IV. Claim Rejections under 35 U.S.C. §102(b)**

In the Office Action mailed December 19, 2005, Claims 10-24, 26, 27, and 31-43 were rejected under 35 U.S.C. 102(b) as being anticipated by Fino (U.S. Patent No. 5,689,705).

**Claim 1**

Claim 1 has been amended by the current Response to more clearly define the embodiment therein. As amended, Claim 1 defines:

10. *(Currently Amended) A system for allowing a user to create a custom building design, comprising:*

*a central server having stored thereon a database of building design elements and services for selection by a user in designing and specifying a building;*

*a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor for obtaining data about the design elements and services offered by the vendor, and for allowing each vendor to offer a current availability of their design elements and services;*

*data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors;*

*a user interface for presenting currently available design element and service options to the user, as offered by the separate vendors, and for receiving from the user a set of preferred design element options;*

*a database processor for updating the contents of the database with updated design element and service information as received in real time from the plurality of vendors; and*

*wherein a particular design element or service can be provided by multiple ones of the plurality of vendors, according to the plurality of agreements.*

Claim 10 has been amended to more clearly define that the embodiment therein comprises *a plurality of communications links* to a plurality of vendors, including *a separate communication link for each separate vendor* for obtaining data about the design elements and services offered by the vendor, and for *allowing each vendor to offer a current availability* of their design elements and services. The system further comprises *data specifying a plurality of agreements* as to which of the design elements and services are to be provided by which vendors. A user interface presents

currently available design element and service options to the user, as offered by the separate vendors. A database processor updates the contents of the database with updated design element and service information as received in real time from the plurality of vendors. Applicant respectfully submits that these features are not disclosed or suggested by the cited references.

The advantages of the embodiment defined by Claim 10 include that the system allows a *plurality of separate vendors* to participate and to offer their building design elements and services, for ultimate selection by the end-user, i.e. the consumer. Since multiple sources for each relationship can be accessed, the consumer can drive the home buying experience, and benefit from having greater value, expanded choices, better design, better quality and lower costs. Furthermore, since each vendor has a *separate communication link* for obtaining data about the design elements and services offered by that vendor and for *allowing each vendor to offer a current availability* of their design elements and services, the system allows vendors to better utilize their occasional or available capacity. In addition, vendors which are separate *service providers* such as architects, mortgage brokers, insurance brokers, decorating companies, etc. can also offer their services via a communication link, and can benefit by receiving a fee each time one of their services is used in the design of a home.

Fino discloses a system for facilitating the information transfer and processing associated with home construction and home sales. (Abstract). As disclosed therein, the system includes means for displaying plat information; information relating to the home design; information related to the home options; mortgage information; and information related to a contract associated with the sale of the home. (Column 2, lines 22-34). A plan selection module allows the viewer to see floor plan layouts and views for each of the model home designs made available by the builder. Once a floor plan has been selected, the system allows various options to be selected. (Column 4, line 54 - Column 5, line 48). A predetermined number of market offices may then be structured to communicate with a single regional office and lastly, a predetermined number of regional offices may be responsible for reporting to a single corporate office. In order for this hierarchical structure to be of maximum benefit to each office involved, there must be a systematic process whereby information is updated (or synchronized) between the offices. (Column 7, lines 20-38).

In the Office Action, it was submitted that the system described by Fino is capable of

providing design element data from multiple vendors. Claim 10 has been amended as described above to more clearly define the communication links as features of the system, including a separate communication link for each separate vendor, and that a data specifies the plurality of agreements as to which of the design elements and services are to be provided by which vendors.

Applicant respectfully submits that, in Fino, the system includes a number of databases, distributed across many offices, wherein each of the databases offers the same copy of the data available to the home buyer. The information in each database is synchronized so that a buyer in a regional office, sees the same information as might be available in a corporate office, or in another regional office. Thus, in Fino, all of the communication apparently takes place between different offices of the same vendor, i.e. the database owner. Furthermore, in Fino the options presented to the home buyer are restricted to those options provided by the database owner, since there does not appear to be any means by which a different vendor might make their offerings available to the prospective buyer. As such, Applicant respectfully submits that Fino does not disclose or suggest *a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor* for obtaining data about the design elements and services offered by the vendor, and for *allowing each vendor to offer a current availability* of their design elements and services.

Furthermore, since Fino does not appear to be concerned with integrating the offerings of multiple vendors, Applicant respectfully submits that Fino similarly fails to disclose or suggest *a data specifying a plurality of agreements* as to which of the design elements and services are to be provided by which vendors; or a user interface for presenting *currently available design element as offered by the separate vendors*, and for subsequently receiving from the user a set of preferred design element options.

In view of the above comments, Applicant respectfully submits that Claim 10, as amended, is neither anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested.

#### **Claims 23 and 26**

The comments provided above with respect to Claim 10 are hereby incorporated by

reference. Claims 23 and 26 have been similarly amended to more clearly define the embodiments therein. For similar reasons as provided above with respect to Claim 10, Applicant respectfully submits that Claims 23 and 26, as amended, are likewise neither anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested.

**Claims 11-22, 24, 27 and 31-43**

Claims 15, 21, 24 and 35-43 have been canceled, rendering moot the rejection of these claims. Applicant respectfully submits that the remaining Claims 11-14, 16-20, 22, 27 and 31-34 should be allowable as depending upon an allowable independent claim, and further in view of the comments provided above.

In particular, Claim 11 defines an embodiment which comprises a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines that the system comprises a user interface includes a computer assisted design application for generating a display of the building with the preferred design options as selected from the plurality of separate vendors.

Claim 12 defines a embodiment which comprises a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines that the central server is a Web server and that the user interface is a Web page hosted on the Web server.

Claim 13 defines an embodiment which comprises a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines that the communications link includes an Internet transfer protocol for the relay of design element data from the plurality of vendors to the central server.

Claim 14 defines an embodiment similar to Claim 13 and further defines that the content of the Internet transfer protocol is defined by any of a file transfer protocol, hypertext transfer protocol,

extensible markup language, or electronic mail communication.

Claim 16 defines an embodiment which comprises a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines that the plurality of vendors includes a plurality of separate manufactured building component manufacturers.

Claim 17 defines an embodiment which comprises a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines that the plurality of vendors includes a plurality of separate property lot developers.

Claim 18 defines an embodiment which comprises a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines that the plurality of vendor includes a plurality of separate building element designers.

Claim 19 defines an embodiment which comprises a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines that the system comprises an order processor for preparing an order to construct a building incorporating the preferred design options.

Claim 20 defines an embodiment similar to Claim 19 and further defines that the order is sent to the plurality of vendors supplying the building design elements or services for that particular order.

Claim 22 defines an embodiment similar to Claim 19 and further defines that the system comprises a finance processor for determining the cost of constructing the building and qualifying the user to purchase the building.

Claim 27 defines a method of using a central server, a plurality of communications links to

a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines displaying to the user a drafted design of the building with the preferred design options as selected from the plurality of separate vendors.

Claim 31 defines a method of using a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines preparing an order to construct a building incorporating the preferred design options as selected from the plurality of separate vendors.

Claim 32 defines a method similar to Claim 31 further comprising the step of sending the order to a vendor supplying the building design element.

Claim 33 defines a method similar to Claim 32 further comprising the step of selecting one or more vendors to fulfill the order.

Claim 34 defines a method of using a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines determining the cost of constructing the building and qualifying the user to purchase the building.

Applicant respectfully submits that Fino does not appear to disclose or suggest the particular combination of features defined by each of the claims above. As such Applicant respectfully submits that Claims 11-14, 16-20, 22, 27 and 31-34 are neither anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested.

**V. Claim Rejections under 35 U.S.C. §103(a)**

In the Office Action mailed December 19, 2005, Claims 25 and 28-30 were rejected under 35 U.S.C. 103(a) as being anticipated by Fino (U.S. Patent No. 5,689,705) in view of Barad (U.S. Patent No. 6,206,750).

Applicant respectfully submits that Claims 25 and 28-30 should be allowable as depending upon an allowable independent claim, and further in view of the comments provided above.

In particular, Claim 25 defines a method of using a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines that the step of receiving inputs from a user is via a Web site and a hypertext transfer protocol server.

Claim 28 defines a method of using a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines that the step of receiving is by the Internet, at a Web page in communication with the central server

Claim 29 defines a method of using a central server, a plurality of communications links to a plurality of vendors, including a separate communication link for each separate vendor, and data specifying a plurality of agreements as to which of the design elements and services are to be provided by which vendors, and further defines that the step of updating includes communicating by an Internet transfer protocol building element data from the plurality of building design element vendors to the central server.

Claim 30 defines a method similar to Claim 29 wherein the content of the Internet transfer protocol is defined by any of a file transfer protocol, hypertext transfer protocol, extensible markup language, or electronic mail communication.

Applicant respectfully submits that neither Fino nor Barad, when considered alone or in combination, appear to disclose or suggest the particular combination of features defined by each of the claims above. As such Applicant respectfully submits that Claims 25 and 28-30 are neither anticipated by, nor obvious in view of the cited references, and reconsideration thereof is respectfully requested.

## **VI. Conclusion**

In view of the above amendments and remarks, it is respectfully submitted that all of the claims now pending in the subject patent application should be allowable, and reconsideration thereof is respectfully requested. The Examiner is respectfully requested to telephone the



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undersigned if he can assist in any way in expediting issuance of a patent.

Enclosed is a PETITION FOR EXTENSION OF TIME UNDER 37 C.F.R. §1.136 for extending the time to respond up to and including June 19, 2006.

The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 06-1325 for any matter in connection with this response, including any fee for extension of time, which may be required.

Respectfully submitted,

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